

**DEPARTMENT OF REVENUE AND TAXATION**

GOVERNMENT OF GUAM

P.O. Box 23607

G.M.F. Barrigada, Guam 96921

DOMESTIC CORPORATION

EXPIRES: JUNE 30, 2003

BUSINESS LICENSE

SRL NO: 310422

R SSN#
EIN# 98-0017992RETAIL
ACCOUNT NO. 30-000085003-002

ISSUED TO:	M.E. INTERNATIONAL, INC.	FEE	40.00
DOING BUSINESS AS:	MARIANAS ELECTRONICS & COMPUTERS	PENALTY	
TYPE OF LICENSE:	SALE OF COMPUTER ELECTRONICS	TOTAL FEE	40.00
BUSINESS LOCATION:	PAID JUN 12 2002		
LOT BLOCK MUNICIPALITY			
	LOT 5220-1-3 R5 NEW RK PLAZA UNIT 5		
	BARRIGADA GUAM		
MAILING ADDRESS:	1088 RTE 16 RK PLAZA UNIT 5 BARRIGADA GUAM		
TELEPHONE: HOME 637-4441	ZIP: 96913	BUSINESS 637-4442	
		TREASURER OF GUAM CASHIER # 22 5/19/02	

AUTHORITY: TITLE XVII, GOV'T CODE OF GUAM LICENSE
MUST BE PRODUCED UPON DEMAND TO ANY
AUTHORIZED GOV'T OFFICIAL.
KEEP POSTED IN A CONSPICUOUS PLACE.

GEORGE V. CRUZ

DIRECTOR OF REVENUE AND TAXATION

NOTICE TO ALL INSURANCE AND BONDING INSTITUTIONS:

The Bond requires the signatures of the Vendor, two (2) Major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to the Guam Department of Education, it should be accompanied with copies the following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) Major Officers of the Surety to whoever is signing on their behalf.

The PERFORMANCE BOND will not be in force until the NOTICE TO PROCEED has been transmitted to the Contractor following the review and award by the Schools and Libraries Division of the Universal Services Administrative Company and the identification of Guam Department of Education's funding share.

DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM

GENERAL TERMS AND CONDITIONS
SEALED BID SOLICITATION AND AWARD

IFB NO: FBE 003-2003

Only those Boxes checked below are applicable to this bid.

- ☒ 1. **AUTHORITY:** This solicitation is issued subject to all the provisions of 5GCA, Chapter 5 titled the Guam Procurement Act and the Department of Education Procurement Regulations (copies of both are available for inspection at the Office of the Compiler of Laws; Department of Law, and the Department of Education Procurement Office). It requires all parties involved in the preparation, negotiation, performance, or administration of contracts to act in good faith.
- ☒ 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and Conditions for the Bidder to provide the Government of Guam Department of Education (DOE) with specified services or with materials, supplies or equipment completely assembled and ready to use.
- ☒ 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Guam Department of Revenue and Taxation.
- ☒ 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a Bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Guam Department of Revenue and Taxation.
- ☐ 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with 5GCA Chapter 5 Section 5008 and Section 1.7 of the Department of Education Procurement Regulations.
- ☒ 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:** Bidders shall comply with all specifications and other requirements of the Solicitation.
- ☐ 7. **"ALL OR NONE" BIDS:** By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an

itemized basis Reference: Section 3.15.6 of the Department of Education Procurement Regulations. If the Government GDOE s not require all or none bids (Section 7 is not checked off), but the Bidder indicates on the bid that it is an all or none bid, then the Government will deem the bid submitted as non-responsive.

- [x] 8. **INDEPENDENT PRICE DETERMINATION:** The Bidder, upon signing the Invitation to Bid, certifies that the prices in his bid were derived at without collusion and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of 5GCA Chapter 5, Section 5650 of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in 5GCA Chapter 5, Section 5650 of the Guam Procurement Act.
- [] 9. **BIDDER'S PRICES:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the Bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the product's origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. **Failure to explain this requirement will result in rejection of the bid. (See Section 23)**
- [x] 10. **BID ENVELOPE:** Unpriced Technical Proposals and priced bids are to be submitted at the same time. The Unpriced Technical Proposal Envelope shall be sealed and marked with the Bidder's name, Bid number, date, time and place of Bid Submission and contain the envelope with the Cost Proposal.
- [x] 11. **BID BOND/RPOPOSAL GUARANTEE REQUIREMENT FOR PART #5 ONLY:** A Bid Bond/Proposal Guarantee in the sum of not less than fifteen percent (15%) of the amount of the Proposal, shall be furnished to the Government as a guarantee that the Agreement will be executed. The Bid Bond/Proposal Guarantee will be in force until the Contract is executed. In the event that this Proposal is accepted, and the undersigned Bidder shall fail to execute the contract and furnish a satisfactory Performance Bond under the conditions and within the time specified in this Proposal, the Bid/Bond/Proposed Guarantee shall be forfeited, as liquidated damages for the delay and additional work and costs caused thereby in obtaining another Bidder, said amount being beforehand determined as being reasonable and containing no penalties. (DOEPR Section 3.9.3.3.).
- [x] 12. **PERFORMANCE BOND REQUIREMENT:** The Bidder may be required to furnish a Performance Bond on Government Standard Form PB-1, standby irrevocable Letter of Credit or Certified Check or Cashier's Check payable to the Treasurer of Guam issued by any of the local Banks or Bonding Institution in the amount equal to **100% Subject to Award of Contract** of the contract prices as security for the faithful performance and proper fulfillment of the contract. In the

event that any of the provisions of this contract are violated by the contractor, the Administrator, Supply Management shall serve written notice upon both the contractor and the Surety of its intention to terminate the contract. Unless satisfactory arrangement or correction is made within ten (10) days of such notice the contract shall cease and terminate upon the expiration of the ten (10) days. In the event of any such termination, the Administrator, Supply Management shall immediately serve notice thereof upon the Surety. The Surety shall have the right to take over and perform the contract, provided, however, that if the Surety does not commence performance thereof within 10 days from the date of the mailing of notice of termination, the Government may take over and prosecute the same to complete the contract or force account for the account and at the expense of the contractor, and the contractor and his Surety shall be liable to the Government for any excess cost occasioned the Government thereby (DOEPR Section 3.9.3.4).

- [x] 13. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government and to enforce Section 12 of these General Terms and Conditions. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 41 of these General Terms and Conditions.
- [x] 14. **SURETY BONDS:** Bid and Performance Bonds coverage must be signed or countersigned in Guam by a foreign or alien Surety's Resident General Agent. The Surety must be an insurance company, authorized by the Government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam. **This will be required at the time of Contracting but not be active until a Notice to Proceed has been issued.**
- [x] 15. **COMPETENCY OF BIDDERS:** Bids will be considered only from such Bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [x] 16. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Administrator, Supply Management reserves the right for securing from Bidders information to determine whether or not they are responsible and to inspect plant site, place of business, and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions (DOEPR Section 3.16).
- [x] 17. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:** In determining the lowest responsible offer, the Administrator, Supply Management shall be guided by the following:

- a) Price of Items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the Bidder to provide future maintenance and services for the subject of the award.
- h) The technical quality of the proposal and understanding of the GDOE requirements.
- i) The compliance with all conditions to the Solicitation.

[] 18. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Administrator, Supply Management has the authority to award the bid to any one of the Bidders by drawing lots in public, or to reject all such bids (DOEPR Section 3.9.15.2).

[x] 19. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such reference is intended to be descriptive, but not restrict, and for the sole purpose of indicating to prospective Bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the Bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification. The requirement for Cisco Routers is the only exception. Cisco Routers are required as specified.

[x] 20. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the Bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids unless otherwise specified in the solicitations.. The sample(s) should represent exactly what the Bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the

Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

- [] **22. LABORATORY TEST:** Successful Bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specification. This report is on the Bidder's account and must be from a certified Testing Association.
- [x] **23. AWARD, CANCELLATION & REJECTION:** Award shall be made to the lowest responsible and responsive Bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bids received. The Administrator, Supply Management shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible Bidder within the specified time for acceptance as indicated in the solicitation, results in a binding contract without further action by either party. In case of an error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local Bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after the original award. No award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the Government (DOEPR Section 3.9.14.1).
- [] **24. MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.
- [x] **25. SCHEDULE FOR DELIVERY:** As specified in this IFB. Subject to Award of Contract and Notification to Proceed. A Notification to Proceed will be issued by the Guam DOE following SLD award and the identification of local funding.
- [x] **26. BILL OF SALE:** Successful Bidder shall render Bill(s) of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill(s) of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase order.

[] 27. **MANUFACTURER'S CERTIFICATE:** Successful Bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indicating that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery.

[x] 28. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 29. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with requirements of the National Traffic and Motor Vehicle Safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

[] 30. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery to destination.

[x] 31. **GUARANTEE:**

[] a) Guarantee of Vehicle Type of Equipment:

The successful Bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune-ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the Bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoe, etc.

[x] b) Guarantee of Other Type of Equipment:

The successful Bidder must guarantee offers for labor and against and defective parts, workmanship and performance for a period of not less than one (1) year after date of receipt and agree to service the equipment during the duration of the guarantee period. All parts found defective not caused by misuse, negligence, or accident within the guarantee period shall be replaced without any cost (including labor) to GDOE reserves the right to require service at any time during the duration of the guarantee period. The

Bidder must also honor the manufacturer's warranty, which must be submitted with the bid (DOEPR Section 3.28.1).

[x] c) Compliance with this Section is a condition of this Bid.

[x] 32. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The Bidder or Contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, it is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in Chapter 11 (Ethics in Public Contracting) 5GCA Chapter 5 of the Guam Procurement Act and Chapter 11 of the Department of Education Procurement Regulations.

[x] 33. **REPRESENTATION REGARDING CONTINGENT FEES:** The Bidder or Contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee; except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (DOEPR Section 11.8).

[x] 34. **EQUAL EMPLOYMENT OPPORTUNITY:** Bidders and Contractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.

[x] 35. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standards, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.

[x] 36. **CHANGE ORDER:** Any change order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6.1.3.1 of the Department of Education Procurement Regulations.

[x] 37. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6.1.4.3 of the Department of Education Procurement Regulations.

[x] 38. **TERMINATION FOR CONVENIENCE:** The Guam Department of Education may, when the interest of the Department so requires, terminate this contract in whole or in part, for the convenience of the Department. The Department of Education shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective. Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the

provisions of Section 6.1.10 of the Department of Education Procurement Regulations.

- [x] 39. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of Section 6.1.9 of the Department of Education Procurement Regulations.
- [x] 40. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the Bidder is not able to meet the specified delivery date, he is required to notify the Administrator, Supply Management of such delay. [Notification shall be in writing and shall be received by the Administrator, Supply Management at least twenty-four (24) hours before the specified delivery date.] Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Administrator, Supply Management such justification is not adequate.
- [x] 41. **LIQUIDATED DAMAGES:** When the Contractor is given notice of delay or nonperformance as specified in "Section 12" (Termination for Default) of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount specified in this IFB for the outstanding order per calendar day from date set for cure until either the territory reasonably obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the Contractor's delay or nonperformance is excused under Section 40 (Excuse for Nonperformance or Delayed Performance) of the Termination of Default Clause of this contract, liquidated damages shall not be due the territory. The Contractor remains liable for damages caused other than by delay (DOEPR Section 6.1.8.1).
- [x] 42. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protection against the occurrence of any accidents, injuries or indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or

by reason of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the Contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.

- [x] 43. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contract for prompt administration.

Name: Cheri L. Wegner

Title: Project Manager

M.E. International, Inc.
Address: 1088 Route 16, R.K. Plaza, Suite 5, Barrigada, GU 96913

Telephone No: (671) 637-4441/2, 632-5310

Fax No: (671) 637-4230

E-mail Address: cheri@meguam.com

**DEPARTMENT OF EDUCATION
GOVERNMENT OF GUAM**

SEALED BID SOLICITATION, CONDITIONS, AND INSTRUCTIONS

1. **BID FORMS:** Each Bidder shall be provided with one (1) set of the Solicitation form. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with Section 6114 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the Guam Department of Education.
2. **PREPARATION OF BIDS:**
 - a. Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at Bidder's risk.
 - b. Each Bidder shall furnish the information required by the Solicitation. The Bidder shall sign the Solicitation and print or type his name on the Schedule. The person signing the bid must initial erasures or other changes. Bids signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.
 - c. Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d. Bids for supplies or services other than those specified will not be considered.
 - e. Bids must state a definite time for delivery of supplies or performance of services.
 - f. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a Bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all Bidders before the submission of their bids. Oral explanations of instructions given before the award of the contract will not be binding. Any information given to a prospective Bidder concerning a Solicitation will be furnished to all prospective Bidders in writing as an amendment to the Solicitation

if such information is necessary for Bidders in submitting bids on the Solicitation or if the lack of such information would be prejudicial to uninformed Bidders.

4. **ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a Bidder must be acknowledged of receipt of the amendment. Such acknowledgment must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a. Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation for receipt, the solicitation number, and the name and address of the Bidder on the face of the envelope.
 - b. Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c. Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at Bidder's request and expense, unless otherwise specified by the Solicitation.
 - d. Samples or descriptive literature should not be submitted unless it is required on this Solicitation. Regardless of any attempt by a Bidder to condition the bid, unsolicited samples of descriptive literature will not be examined or tested at the Bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the Solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation is desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a. **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of bid received after the time and date set for opening of bids at the place designated for opening is late (Department of Education Procurement Regulations Section 3.9.11.1).
 - b. **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity (Department of Education Procurement Regulations Section 3.9.11.2).

8. **DISCOUNTS:**
- a. Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluation bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
 - b. In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destinations as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.
9. **GOVERNMENT FURNISHED PROPERTY:** the Government will furnish no material, labor or facilities unless otherwise provided for in the Solicitation.
10. **SELLERS' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any,) item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date and place designated in the Invitation for Bids. The name of each Bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Department of Education Procurement Regulations Section 3.9.12.).
12. **CONFIDENTIAL DATA:** The Procurement Officer shall examine the bids to determine the validity of any requests for non-disclosure of trade secrets and other proprietary data identified in writing. If the parties do not agree as to the disclosure of data, the Procurement Officer shall inform the Bidders in writing what portions of the bid will be disclosed and that, unless the Bidders protest under Chapter 9 of the Guam Procurement Act (P.L. 16-124), the bids will be so disclosed. The bids shall be opened to public inspection subject to any continuing prohibition on the disclosure of confidential data (Department of Education Regulations Section 3.9.12.3).

13. **ONE-STEP SEALED BIDDING:** One-Step Sealed Bidding is defined when the Bidder submits both a Technical Proposal that meets the Technical Specifications and a Cost Proposal at the same time. The Proposal Envelope should contain a separate sealed envelope for the Cost Proposal.

The process is designed to obtain the benefits of competitive sealed bidding by award of a contract to the lowest responsive, responsible Bidder, and at the same time, obtain the benefits of the competitive sealed proposals procedure through of Technical Proposals and the conduct of discussions to evaluate and determine the acceptability of Technical Proposals.

a. One-Step Sealed Bidding has a two-phase evaluation process.

- i. Once the Bidder has submitted the information requested, the GDOE will determine whether the bid is responsive and that all forms have been submitted in accordance with the IFB solicitation. Following this evaluation, the Technical and Cost Proposals from those Bidders whose Proposals are determined to be acceptable during the first-phase will be considered.
- ii. For those responsive and responsible proposals, the Bid Evaluation Team will evaluate the unpriced Technical Proposal, and assign evaluation points based as described below.
- iii. The qualifications, capabilities, and costs will be valued and weighted. Cost accounts for at least 85% of evaluation.
- iv. In addition to the requirements set forth in the General Terms and Conditions and the Special provisions, the following applies:
- v. Unpriced Technical Proposals and Cost Proposals must be submitted at the same time. The sealed envelope will include the Technical Proposal and a separately sealed envelope containing the Cost Proposal. The proposal type (Technical Proposal or Cost Proposal) should be indicated on each envelope.
- vi. The Cost Proposals will be considered only from Bidders whose unpriced Technical Proposals are found acceptable in the first phase of the evaluation;
- vii. The criteria to be used in the evaluation are those specified in the Special Provisions and the General Terms and Conditions;
- viii. The territory, to the extent the Procurement Officer finds necessary, may request written clarifications of the unpriced Technical Proposals;
- ix. The Bidders, may designate those portions of the unpriced Technical Proposals which contain trade secrets or other proprietary data which are to remain confidential; and,
- x. The service being procured shall be furnished generally in accordance with the Bidder's technical offer as found to be finally

acceptable and shall meet the requirements of the invitation for Bids.

- b. **RECEIPT AND HANDLING OF UNPRICED TECHNICAL OFFERS.** Unpriced Technical Proposals shall not be opened publicly, but shall be opened in front of two or more procurement officials. Such offers shall not be disclosed to unauthorized persons. Bidders may request non-disclosure of trade secrets and other proprietary data identified in writing.
- c. **RESPONSIVENESS AND RESPONSIBLE DETERMINATION.** The unpriced Technical Proposals submitted by Bidders shall be evaluated to determine whether the Proposal is responsive to the requirements of the bid and whether information requested has been submitted as provided for in this IFB. The unpriced Technical Proposals shall be categorized as:
 - i. Acceptable; and,
 - ii. Unacceptable. The Procurement Officer shall record in writing the basis for finding an offer not responsive and/or unacceptable and make it part of the procurement file.
- d. **EVALUATION.** The evaluation of unpriced technical proposals that are deemed acceptable will be based on a technical assessment valued at 15% and the proposed cost of the proposal valued at 85%.
- e. **TECHNICAL EVALUATION OF UNPRICED TECHNICAL OFFERS.** For those Technical Proposals that satisfy the bid submission requirement, a GDOE Bid Evaluation Team shall evaluate the proposals solely in accordance with the criteria set forth in the invitation for Bids. The evaluation criteria will include:
 - i. Qualifications of Company
 - ii. Experience in providing the goods and/or services proposed.
 - iii. Strength of technical understanding of the needs of the GDOE.
- f. **UPON COMPLETION OF PHASE ONE.** The Procurement Officer shall open each acceptable Bidder's Cost Proposal bid and prepare an abstract for award for the final evaluation and consideration for approval by the Superintendent of Education or designee.

TECHNICAL SPECIFICATIONS

GDOE E-Rate Network Project GUAM DEPARTMENT OF EDUCATION

BID NUMBER: FBE 003-2003

OVERVIEW

Guam is a United States possession located southwest of the State of Hawaii. The GUAM DEPARTMENT OF EDUCATION (GDOE) is both a K-12 State Educational Agency (SEA) and Local Educational Agency (LEA) comprising of 37 Public Schools. Guam Public Schools have a total student population of about 32,000.

In an effort to improve learning by integrating technology in the schools, the Guam Department of Education is seeking funding from the Schools and Libraries Division of the Universal Service Administrative Company (USA). USAC was established by the U.S. Federal Communications Commission (FCC) to administer universal service programs for both schools and libraries and for health care providers in accordance with the Telecommunications Act of 1996.

The Guam Department of Education seeks to acquire leased telecommunication services and networking equipment for the Public Schools. This will enable the estimated 32,000 K-12 public school students to have access to voice telecommunications, the Internet, a GDOE Intranet, and compressed video connections over the Internet.

The Guam Department of Education (GDOE) issues this Invitation for Bid (IFB) in accordance with procurement policies and procedures of the Guam Department of Education and the SLD of the USAC. The SLD/USAC requires competition for E-Rate applications.

MULTI-PART IFB

The IFB is a Multi-Part Bid and **Bidder's may respond to any one or more Bid Parts. Each Part will be evaluated independently.** The award of a contract will be made to the lowest responsible Bidder for each part of this IFB, and awards will be made subject to approval of E-Rate funding by the Schools and Libraries Division of the Universal Service Administrative Company and GDOE's funding share.

The Parts of the IFB include:

- Part 1. Telecommunication Services – Cellular (Mobile Phone) Services
- Part 2. Telecommunication Services – Paging Services
- Part 3. Telecommunication Services - Long Distance Services
- Part 4. Internet Access - Dedicated Digital Data Services
- Part 5. Internal Connections - Network Installation Management Services
- Part 6. Internal Connections – School Wiring
- Part 7. Internal connections – Miscellaneous Network Equipment

- Part 8.** Internal Connections – Equipment Maintenance
Part 9. Internal Connections – PBX Systems
Part 10. Internal Connections – Video Teleconferencing Services

GENERAL OVERVIEW OF TELECOMMUNICATION SERVICES REQUESTED

The GDOE requires Cellular (Mobile Phone), paging, and long distance telephone services. The Bidder is to propose an installation and activation cost (if applicable) and the monthly recurring charge for the service.

GENERAL OVERVIEW OF GDOE E-Rate NETWORK

The GDOE network consists of ATM equipment at district offices and schools.

Within each school, the Local Area Network (LAN) architecture uses routers, switches, hubs, and Category 5 (Cat5) wiring. These LANs will be connected to an on-island network that uses the Asynchronous Transfer Method (ATM). The Schools are connected to the GDOE Network Operations Center.

For off-island tier 2 and Internet access, a T-1 or T-1.5 or 2 each T-1 circuits will interconnect the GDOE to the UH PEACESAT Program that will interconnect to the Maui High Performance Computing Center for dedicated T-1 capacity services at the tier 1 level. The main elements of the GDOE Networking Plan are summarized below.
Network Operations Center (NOC) - The GDOE NOC is located at the DOE Main Office in Hagatna. The GDOE NOC will serve as the central point for network management activities.

- The ATM access concentrator will support the fiber links from the public schools that will interconnect to the Internet. The ATM supports multiple protocols, dynamic allocation of capacity, and voice, data, and digital video services.

Internal Connections – Each school will have an ATM access device, router, switches, and hubs.

SIGNIFICANT DATES

The following are the significant dates for the IFB and the Anticipated Contract and Scheduling Dates:

- | | |
|----------------------|--|
| ▪ November 20, 2002 | Bid Advertisement |
| ▪ November 29, 2002 | Bidder's Conference |
| ▪ November 27, 2002 | Bidder's Questions: 3:00 pm (via facsimile, electronic mail (erate@gdoe.net), and/or hand delivered post) Deadline for Written Questions for all Parts Except for Part Related to Internal Connections |
| ▪ December 2-6, 2002 | Mandatory Tour of School Sites. Meet at the Office of Supply Management (Issuing Office) |

at 9:00am. **Distribution of School Maps and Walk Through of Schools**

BID PROPOSALS AND SUBMISSION

The Bid Proposal will consist of a Sealed Technical Proposal that contains a Sealed Cost Proposal. The Cost Proposal will be in a separate sealed envelope and submitted in the Sealed Technical Proposal envelope or box.

A. The Technical Proposal will include:

1. Required Bid Forms

- Bid Invitation Form
- Signed Bid Submission Form
- Business License
- General Contractor's License for Part #9 Related to School Wiring
- Affidavit of Disclosure of Stockholders
- Certification to do Business with the GDOE
- Bid Bond /Proposal Guarantee ONLY for Part #9 Related to School Wiring

2. Statement of Bidder Qualifications – The Bidder must provide an overview of the company and specifically state its experience in providing the type of service or equipment requested. The company overview should not be more than 8 single space pages with 1" borders and 12 pt. Fonts.

3. Technical Proposal

a. VENDOR PROFILE:

All prospective Bidders shall provide a 'company profile'. As a minimum, all prospective Bidders shall include as part of their technical proposal the following:

- Company Name
- Business Address
- Company Profile
- Number of Employees
- Company Net Worth
- Number of Years in related business
- Areas of Specialty
- Notable Accomplishments in related industry

b. VENDOR QUALIFICATIONS:

1. The experience and background of the individual or firm providing logistical support and the applicability of their experience to a project of this size and scope. (Vendor is required to submit references of current

clients of similar size, including telephone numbers of main contact of clients).

2. Completeness, practicality and technical feasibility of the proposed solution.
3. Ability of the vendor to perform the required service competently and expeditiously (please submit a description of your current workload, installation backlog, technical resources, personnel, references, equipment and facilities).

c. TECHNICAL SOLUTION:

The technical solution describes the services and/or equipment that will be provided by Bidder, should the Bidder be determined to be the lowest responsible and responsive Bidder. The Technical Proposal should describe the nature of the service and/or equipment that will be used.

Appendices may be used to provide information regarding the equipment being provided.

- B. Cost Proposal - Bidder must complete the Bid Submission Summary Form and the Bid Forms for each Part of the IFB that Bidder chooses to respond to (Attachment 1: Bid Forms). The Bid Submission Summary Form lists the Parts and conditions for submitting a bid.

The GDOE Bid Forms must be used and Bidder shall provide Cost Proposals that include pricing for outright purchase and for service agreements as appropriate. Telecommunication service agreements shall include ALL terms, conditions, interests and other required arrangements. In addition, GDOE requires all miscellaneous accessories needed for equipment accessibility, manageability, organization and security and On-Site Service and Maintenance.

C. EQUIPMENT WARRANTY and MAINTENANCE REQUIREMENTS:

All proposals should include the cost of a one-year equipment warranty. In addition, a one-year maintenance contract for equipment shall also be proposed. The response to one-site maintenance shall be one working day from the time and date of notification.

Since a Bidder may submit for multiple Parts, the original of GDOE Bid Forms should be in the first Part that the Bidder is submitting for. Copies of the signed forms may be used for the other Parts that Bidder is submitting for.

D. TECHNICAL PROPOSAL EVALUATION CRITERIA

Each Part of the Bid contains standards and specifications that the GUAM DEPARTMENT OF EDUCATION (GDOE) believes are the most appropriate to our needs. All proposal(s) received will be subject to evaluation by a committee for the purpose of selecting the proposal that most closely meets the requirements of the GDOE.

E. TECHNICAL PROPOSAL EVALUATION CRITERIA

- 15% Vendor Qualifications and Technical Solution
- 85% Cost

SPECIAL CONDITIONS

The following are special award conditions.

- A. The Bidder must enter into a contract that includes the standard terms and conditions of the GDOE.
- B. Term of Agreement - The contract for telecommunication services will be for a variable term periods as provided in the specifications that follow and shall be subject to annual funding approvals from the Schools and Libraries Division of the Universal Service Administrative Company. The GDOE will reserve the right to terminate the contract for lack of funding, cause, and convenience.
- C. Contract Quantities - The Bidders shall be aware that the IFB is establishing a PRICE LIST for GDOE Schools. There is no minimum quantity that will be purchased and GDOE reserves the right to modify the amount to be purchased for the organizations above. Since this Price List will be limited to schools, Bidders should seek educational discounts.
- D. LAN and ATM Interface Equipment - The contract for LAN and ATM Interface equipment will be for a period of 12 months from the date of the Notification to Proceed.
- E. A bid bond is required for Part #5 ONLY. This amount shall be for fifteen percent (15%) of the amount of the proposal. A **performance bond will be required** upon Contract Execution. The Performance Bond becomes active only when the GDOE issues the Notice to Proceed.
- F. **Bidders shall understand that the Contracts are subject to the approval of the E-Rate Application by the Schools and Libraries Division of the Universal Service Administrative Company and the availability of matching funds from the GDOE.**
- G. The order of precedence in governing this contract will be:
 - 1. Contract
 - 2. Bid Specifications
 - 3. Proposal

- H. The funding for the project is complex and the selected vendor will need to bill different and separate elements to GDOE. The GDOE will **direct the vendor on how the billing arrangements are to be completed and the Bidder shall comply with the billing orders for the project.**

TECHNOLOGY OUTCOMES DESIRED

- Activate Cellular (Mobile Phone) service for GDOE.
- Activate paging services for GDOE.
- Cut long-distance telephone services to the E-Rate reimbursement schedule in accordance with Part 3 of this Bid.
- Interconnect the school administrative area, library, computer laboratories and classrooms to the School Network Equipment (SNE) in accordance with Part 5 of this IFB with Cat5 wiring.
- Establish a T-1, or T-1+768Kbps, or 2 each T-1 links between the Guam Network Operations Center (NOC) and PEACESAT in Honolulu.
- Install network equipment in accordance with this IFB.
- Provide access to a daily 9-hour (8:00 AM to 5:00 Guam time) technical phone support with almost instantaneous response time that will provide the assistance in the installation, set up, configuration, maintenance and operation of the hardware and software until the success of the working pilot school.
- Wire the School Library, computer classrooms, and administrative offices for data connectivity.
- All computers on the network must be able to access a full range of multimedia sites on the Internet.

INTENT

The GUAM DEPARTMENT OF EDUCATION desires to lease or purchase of hardware, services, *internal connectivity* supplies, software and training materials.

- Vendors are invited to submit 1) technical proposals and 2) pricing for all of the telecommunication services and hardware (*internal connectivity*), software, installation and one-year equipment maintenance.
- This is a One-Step sealed bid consisting of: 1) Technical Proposals and 2) Cost Proposal which requires separate pricing for outright purchase of equipment or lease of telecommunication services. Both the technical and Cost Proposals shall be submitted in separate envelopes at the same time.

AWARD OF CONTRACT

No legal or other obligations are assumed by the GUAM DEPARTMENT OF EDUCATION by virtue of issuing this solicitation, or by receiving, accepting and/or evaluating a respondent's proposal, and/or making a selection for intent to award. AWARDS UNDER THIS SOLICITATION ARE SUBJECT TO THE AVAILABILITY OF FUNDS FROM THE SCHOOLS AND LIBRARY DIVISION OF THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY AND THE IDENTIFICATION OF LOCAL MATCHING FUNDS BY THE GUAM DEPARTMENT OF EDUCATION.

The following pages contain the **Technical Specifications and Special Award Conditions** for each of the Parts of the bid.

SECTION 2

SECTION II - Technical Proposal

Please refer to the enclosed sealed envelope.